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U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

.....
**UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA SAN
FRANCISCO DIVISION**

Judge Dennis Montali U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF
CALIFORNIA

Edward J. Emmons, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF
CALIFORNIA

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Case: 19-30088 Doc# 13149 Filed: 11/02/22 Entered: 11/02/22 15:38:01 Page 2
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Fire Victim Trust

The Honorable John K. Trotter (Ret.)

Trustee

Cathy Yanni

Claims Administrator

The Honorable Ellen Sickles James (Ret.)

Special Master for Minor Compromises

Viggo Boserup

Appeals Coordinator

Brown Greer

Claims Processor

Wolf/Garretson

Lien Resolution Coordinator

Trust Oversight Committee

Amy Bach, Esq. | United Policyholders

Douglas Boxer, Esq. | Law Office of Douglas Boxer

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of 13

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In re: PG&E CORPORATION AND PACIFIC GAS AND ELECTRIC COMPANY

Bankruptcy Case No.: 19-30088 (DM) Fire Victims Trust Claim ID No.: 1009550 and

1046797

**RE: CONDITIONAL ACCEPTANCE (CAFV) – REQUEST FOR PROOF OF
CLAIM AS TO THE STAUS OF MONETARY CONDITIONS WITHIN
THE STATE OF CALIFORNIA TO PAY DEBTS AT LAW,
JURISDICTION AND OTHER MATTERS, UNDER NECESSITY.,
VIA PRIVATE INTERNATION LAW.**

Dear Mr. DENNIS MONTALI:

I'm in receipt of money claim, DEMAND FOR PAYMERNT, a court judgment emanating out of the State of California (San Francisco County), dated October, 2011.

I accept for value the 'presentment' and I agree to perform to it, however I reserve my right to exhaust my private administrative remedy/right to this and other matters and therein I seek 'Proof(s) of Claim' from you and/or your office in the nature of exhausting my private administrative remedy from your Office as to the monetary status and condition(s) within the State of California/STATE OF CALIFORNIA and as well to Oaths of Office as it applies within 'this' State and as it operates upon so-called judges or otherwise within 'this' State.

As I want resolve this matter as soon as possible and pay or discharge this matter or any other, it is of necessity that I can only do so conditioned upon you or your Office providing the requested ' Proof(s) of Claim.'

Under necessity, the 'Proof(s) of Claim' are enumerated below:

1. PROOF OF CLAIM that the State of California/STATE OF CALIFORNIA does not operate under the U.S. Bankruptcy confirmed on June 5, 1933 (see Senate Report No. 93-549, codified at 12 U.S.C.A. 95 a) also known as the National Emergency. (See: Executive Proclamation No. 3972).
2. PROOF OF CLAIM that the U.S. Bankruptcy did not impair the obligations and considerations of contracts through the "Joint Resolution To Suspend The Gold Standard And Abrogate the Gold Clause," - June 5, 1933 as it may operate within the State of California/STATE OF CALIFORNIA
3. PROOF OF CLAIM that the State of California/STATE OF CALIFORNIA was not one of the several States of the Union that pledged the faith and credit (of the people) thereof to the aid of the National Government in respect to the National Emergency in and around 1934.
4. PROOF OF CLAIM that the U.S. Bankruptcy/National Emergency has been terminated and does not operate within 'The' or 'This' State/STATE and lawful 'constitutional' money has been reinstated and is in circulation to allow the people to 'pay their debts at law.'
5. PROOF OF CLAIM that within the State of California/STATE OF CALIFORNIA, all State Banks are not under the direction and control of the corporate "Governor" of the International Monetary Fund (See: Public Law 94-564).

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6. PROOF OF CLAIM that the State of California./STATE OF CALIFORNIA by becoming a corporator (see: 22 U.S.C.A. 286e) did not lay down its sovereignty and take on [the character] that of a private citizen and that it can exercise no power which is not derived from the corporate charter. (See: The Bank of the United States vs. Planters Bank of Georgia, 6 L. Ed. (9 Wheat) 244))
7. PROOF OF CLAIM that the people have not succeeded to the rights of the King, the former sovereign of this State, and are not, therefore, bound by general words in a statute without being expressly named. (See: THE PEOPLE v. HERKEIMER, Gentleman, one, &c-4 Cowen 345; 1825 N.Y. LEXIS 80)
8. PROOF OF CLAIM that there are clauses in the state/STATE or Federal Constitutions that subject a citizen to statutory jurisdiction.
9. PROOF OF CLAIM that the word "person" when used in legal terminology is not perceived as a general word which normally includes in its scope a variety of entities other than human beings.
10. PROOF OF CLAIM that "the ultimate ownership of all property is not in the State; being that individual so-called ownership is only by virtue of Government, i.e., law amounting to mere user; and use must be in accordance with law and subordinate to the necessity of the State." (See: Hearing Before A Subcommittee of the Committee on Foreign Relations, February 17, 1950, pg. 494, Exhibit H-4, Constitution For The United Nations Industrial Development Organization, Treaty Document 97-19 and the Communist Manifesto)
11. PROOF OF CLAIM that the Undersigned, as a private party, is a party to the State Constitution by oath, pledge, contract or as a signatory.
12. PROOF OF CLAIM of 'any' contract (implied or otherwise) that binds the undersigned to the jurisdiction of 'This State' wherein the undersigned is a signatory.
13. PROOF OF CLAIM that 'FULL DISCLOSURE' of all material facts relevant to the entire contract (State Constitution) as to nexus and application upon the undersigned along with disclosure of the contract defining the construction, purpose, etc., as well as documentation where the agent(s) are defined and empowered to act within the Constitution/contract upon the undersigned.
14. PROOF OF CLAIM that the State of California/STATEOF CALIFORNIA Constitution/Contract/Charter (by and through your Office or any prosecutor) authorizes the representing or prosecuting of any claims against the Undersigned.
15. PROOF OF CLAIM of the contrary that "All that governments does and provides legitimately is in pursuit of its duty to provide protection for private rights, which duty is a debt owed to it creator, WE THE PEOPLE, (Wynhamer v. People, NY 378)... and the private unenfranchised individual; which debt and duty is never extinguished nor discharged, and is perpetual. No matter what the government/state provides for us in manner of

convenience and safety, the unenfranchised individual owes nothing to the government." See: Hale v. Henkel, 201 U.S. 43)

16. PROOF OF CLAIM that the Federal and then State Constitution(s) is not the SUPREME LAW OF THE LAND and that every officer, judge, or employee of the State is not bound to uphold, support and/or defend it, by and through the 'Oath of Office' as it emanates from your 'Oath' down the ladder, as you are the Chief Legal Counsel along with the Governor to ensure that law of the 'Oath of Office' is upheld by those who work within state government.

17. PROOF OF CLAIM that ALL officers and employees of the State of California/STATE OF CALIFORNIA including Judges are under a Constitutional Oath of Office to support and defend both U.S. and State Constitutions.

18. PROOF OF CLAIM that the officers and employees of the State of California/STATE OF CALIFORNIA including Judges are not bound to support
Amendment in Article I, § X, (No State shall... make any Thing but gold and silver coin a Tender in Payment of Debts).

19. PROOF OF CLAIM that the officers and employees of the State of California/STATE OF CALIFORNIA including Judges are not bound to support Article XI, § I (of the Oregon Constitution) "...nor shall any bank... putting into circulation any bill, check, certificate, or other paper (NOTE(S)), or the paper of any bank company ('federal reserve' NOTE(S), ...to circulate as money" as it operates upon the State of California/ STATE OF CALIFORNIA under the 'para materia' rule.

Note; The term "tender" as used in the books, denotes a legal OFFER, one which one party is under obligation to make and the other bound to accept. See: Duluth v. Knowlton, 42 Minn. 229; Patnote v. Sanders, 41 Vt. 66.

20. PROOF OF CLAIM that within the State of California/ STATE OF CALIFORNIA the "giving of a note does constitute payment." (See: Echart v Commissioners C.C.A., 42 Fd2d 158).

21. ROOF OF CLAIM that within the State of California/ STATE OF CALIFORNIA the use of a (federal reserve) 'Note' is not only a promise to pay. (See: Fidelity Savings v Grimes, 131 P2d 894).

22. PROOF OF CLAIM that within the State of California/ STATE OF CALIFORNIA Legal Tender (federal reserve) Notes are good and lawful money of the United States. (See: Rains v State, 226 S.W. 189).

23. PROOF OF CLAIM that within the State of California/ STATE OF CALIFORNIA. Federal Reserve Notes are not valueless. (See: IRS Codes Section 1.1001-1 (4657) C.C.H.)

24. PROOF OF CLAIM that within the State of California/ STATE OF CALIFORNIA (federal reserve) 'Notes do operate as payment in the absence of an agreement that they

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shall constitute payment.' (See: Blachshear Mfg. Co. v Harrell, 12 S.E. 2d 766).

25. PROOF OF CLAIM that the undersigned secured party has access to 'lawful money of account' to 'pay' debts at law without becoming a tort feasor.

26. PROOF OF CLAIM that a judgment for money must specify,' the amount in words or figures with some mark or character to indicate what they represent... figures in the absence of dollar marks are void. (See: re Boyd (D.C.Or.) F.Cas. 1746. Hunter Glover Co v Harvey Steel 3 F2d 634)

27. PROOF OF CLAIM that the State of California/ STATE OF CALIFORNIA. did not adopt in some capacity the Uniform Commercial Code and that all transactions included but not limited to courts are governed under the UCC and/or the Negotiable Instrument Law as designed, to cover **commercial paper**, [which] IS currency. La. Stat. Ann. – R.S., 71 et seq. LSA-C.C, Art. 2139.

28. PROOF OF CLAIM that within the State of California/ STATE OF CALIFORNIA. court judgments cannot be discharged in light of the facts (in support of the above Proofs of Claim) that no lawful money (backed by gold or silver) exists within the State of California as all actions and judgments are laid against 'corporate fictions.'

29. PROOF OF CLAIM that there exists within the State/STATE a State Executive Agency that regulates the general Public.

30. PROOF OF CLAIM that the State/STATE Legislature has the 'Constitutional Legislative Authority' to legislate over and upon the private rights of the sovereign people of the State of California. (for reference see: Hale v. Hinkle)

31. PROOF OF CLAIM that the undersigned is a 'refugee' under international law and is captured property of the State.

32. PROOF OF CLAIM that under the Negotiable Instrument Law, 'commercial Paper,' but not limited to Bills of Exchange are not 'money' (**currency**) in respect to the National Emergency and the Uniform Commercial Code and are not to be accepted to discharge debt.

33. PROOF OF CLAIM that any fine, fee, tax, debt, judgment or claim coming from out side or inside 'the' state/STATE, public or private, cannot be discharged in the same manner, via commercial paper, i.e., Promissory Notes, Bills of Exchange, Assignments, and/or Accepted for Value and Returned for settlement and closure of the account(s).

34. PROOF OF CLAIM that the undersigned cannot accept for value any public or private presentment/invoice for fine, fee, tax, debt or judgment and return it for discharge or discharge the same with any other commercial paper as necessary to carry on commerce pursuant to the remedy provided by Congress via HJR-192.

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35. PROOF OF CLAIM that the undersigned is 'liable' quasi-ex contractu for any benefits forced and compelled upon him/her.

Please understand that while I want to resolve this or any matters dealing with any fine, fee, tax, debt, court judgment or otherwise, I can do so only upon your 'official' response by you or your office providing the 'Proof(s) of Claim' in the nature of what constitutes *payment* at law within the State of California/ STATE OF CALIFORNIA and to the other requests/points requested herein.

Therefore, not being noticed of an agreement between the State of California and the Undersigned Secured Party (as to liability to any statute) as to what constitutes lawful payment, in light of the U.S. Bankruptcy as it operates within this State, presumption is that my remedy in any commercial matter including Demand Letters, Invoices, Presentments, court judgments or any other 'quasi-money demands for payment,' may only be Accepted for Value and discharged by commercial paper, or the presentment 'accepted for value and returned for discharge to allow the setoff/adjustment and the exchange of the credit for the discharge to allow the account to be adjusted (to '0') by and through the exercise of the remedy provided by congress via HJR-192, to discharge debts 'dollar for dollar.'

As such, THE ATTORNEY GENERAL for the State of California/ STATE OF CALIFORNIA, having superior knowledge of the law and access to the 'proof,' can provide such proof to the points raised herein above to inform the Undersigned Secured Party on how 's/he' can lawfully 'pay debt(s) at law' including judgments with real money and not be tricked into becoming a tort feasor. (See: Article I, § X – U.S. Constitution).

Other wise, the undersigned must ask, "What is my remedy?"

The undersigned respectfully requests that you, Mr. Montali, as Judge for the State of California/ STATE OF CALIFORNIA to reply within 30 days in providing Proof of Claim both to the Undersigned and a certified copy to the Third Party or Notary's as addressed below.

A non-response and or failure to provide Proof of Claim will constitute *agreement* by you as the chief legal counsel for the State of California/ STATE OF CALIFORNIA that the undersigned Secured Party can exercise the remedy provided by Congress via HJR-192, that is, to discharge all debt(s) and judgments 'dollar for dollar' with an *acceptance for value and return for discharge of the presentment, or by Sight Draft, Bill of Exchange, Bonded Promissory Note, Assignment, or other appropriate commercial instrument*, under necessity due to the State ofState.....'s participation in the U.S. Bankruptcy aka; the National Emergency as referenced above.

Sincerely

Without Prejudice

Robert-Hobson: Rentz

Robert-Hobson: Rentz - Secured Party Creditor,
Principal, Authorized Representative, Attorney-In-Fact
in behalf of the DEBTOR NAME, Ens legis/entity

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Witness Eva Kuma

EVA KUMA

Witness Mark B. Speer

Mark B. Speer

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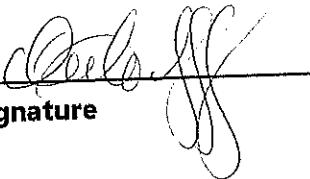
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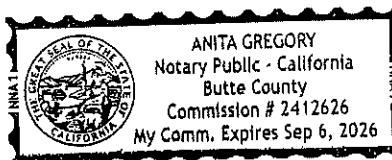
State of California

County of Butte

Subscribed and sworn to (or affirmed) before me on this 28 day of October 2022 year of our Subscribed and sworn to (or affirmed) before me on this 28 day of October 2022 year of our Loard. By Robert-Hobson: Rentz proved to me on the bases of satisfactory evidence to be the person(s) who appeared before me Anita Gregory, Notary Public.


Signature

(Seal)



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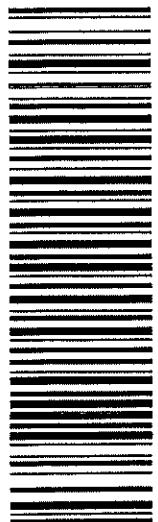
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